

## GENERAL INFORMATION AND PARTICIPATION TERMS EXPOMIN 2018

**PLACE: Espacio Riesco**

### **1. THE ORGANIZER**

FISA S.A. focuses on the global service market and organization of Fairs and Exhibitions.

Its immense significance in economic terms and its position as world access to the region make it the most experienced fair organizer in Latin America.

FISA S.A. currently organizes international Exhibitions associated with major sectors of the economy and as a result it has become the most important Business Center in the region.

### **2. PARTICIPATION TERMS**

a) Exhibitors may participate:

- Directly as Exhibitors under contract with the Fair.
- Through a representative or distributor.
- As part of a collective display organized by a government or semi-government agency, chamber of commerce, or other trade association based in the participating country and under contract with the Organizer.
- As sponsor of the show or any of the seminars or other activities during the show.

b) FISA S.A. leases stands to Exhibitors and provides advertising and operational support in connection with Exhibitor participation at the Fair.

Relations between the Fair and individual Exhibitors or Lessees are governed by the provisions contained in the relevant participation contract and in these regulations, which to all intents and purposes are understood to be an integral part of such contract.

c) No merchandise or promotional materials will be allowed on the premises if associated in any way with brand names or any form of promotion of organizations or individuals not covered under a valid documented contract with the Fair.

d) The stand or area leased may be used only to comply with any of the purposes of the Fair, as provided under article nº 2 of these Regulations and as specified under the relevant contract, any different application being expressly forbidden.

e) Booths, pavilions, and areas are identified by a number that marks their location on the general fair map, which Exhibitors are aware of and accept. Leases apply to stands, pavilions, or areas in their present condition.

f) The duration of booth, or area leases is the same as the duration of the show, as provided under the official sponsorship granted by the Government under a resolution published in Diario Oficial (Official Gazette).

Notwithstanding, lease duration is understood to extend to the period prior to and following the Fair itself, during which Exhibitors may utilize the leased stand or area.

**For this purpose, fitted booths will be available within no more than 72 hours before the tradeshow's official opening date and shall be returned within no more than 48 hours from the time when the Fair closes. Rented areas for special projects will be delivered 6 days prior to the tradeshow's official opening date, area must be clear and returned within 72 hours from official tradeshow closing date and time stated.**

The lease grants exhibitors no option over the leased area or stand for use in future Fairs, unless expressly agreed otherwise.

All terms of days as specified hereunder are calendar days.

g) Lease prices for stands, or areas are as provided under the associated lease. The agreed price covers only use of the leased item for the period of such lease. Any other service agreed with the Fair shall be paid for separately and Exhibitors are bound to comply with any special requirements arising from supply of such service.

h) Non-payment or simple delay in payment of the price or any amounts provided under the lease or documents issued in connection therewith, will entitle Lessor to terminate the lease forthwith, with no form of trial, notifying Lessee by registered letter mailed to the address stated in the lease.

In the event that the lease is terminated or rescinded, Exhibitor or Lessee will forfeit any sums already paid and will be bound, in addition, to pay the balance of the price under the lease, by way of compensation for damages for the benefit of Lessor.

In the event that Exhibitor decides not to participate in the Fair, Exhibitor will be bound to make compensation under the same terms and conditions described above.

In any of the aforementioned cases the Lessor shall be authorized to have at his disposal the stand, space or pavilion, as appropriate

i) The Fair or Lessor reserves the right to seize all merchandise, goods, and other items contained in the leased stand or area, to secure compliance with exhibitor obligations, particularly rental payment.

j) Exhibitor shall accept any change of location or termination of lease by the Fair for policy reasons. The need for such changes will be judged exclusively by the Fair.

### **3. ITEMS FOR DISPLAY**

Products, technologies, and services of all kinds maybe displayed at the Fair if related to Fair objectives (clause eight of the participation contract).

To obtain admission to Chile of items for display originating abroad, the following considerations will apply, based on legal, tax, and tariff provisions in effect at the time of writing the present Regulations:

a) Capital goods, equipment, supplies, and other goods originating abroad qualify for temporary admission, which lasts for a period of 180 days after the Fair closes and enables Exhibitor to defer payment of duties and taxes until the item is sold or re-exported free of such charges. To this end, Exhibitor should apply for an Exhibitor's Certificate.

b) The merchandise cannot have recourse to the temporal admission regulations for a period of more than 30 days prior to the opening of the fair. That is why the Exhibitor's Certificate will be delivered within the deadlines previously established.

c) Items including stand paneling and decoration originating abroad and clearly identified (by numbers or otherwise) also qualify for temporary admission. Other items not so qualifying shall be imported with payment of customs duties (8%) and value added tax (19%).

d) Technical or commercial advertising brochures or leaflets intended as free handouts worth up to USD200 f.o.b. may be admitted free of duties but subject to VAT. Brochures and other printed materials should be packed separately from goods or equipment for display, to simplify customs clearance.

e) Supplies and materials worth up to USD200 required to operate equipment or machinery on display are free of duties.

f) Low-cost samples of foreign goods (e.g. materials or samples not for sale to the public) qualify for temporary admission and if import or re-export are not desirable (e.g. owing to high return shipment cost) may be donated for fiscal benefit, thus avoiding payment of customs duties. For these purposes the SEM "Solicitud de Entrega de Mercaderías", (Application to Deliver Merchandise) should be submitted to Customs.

g) Consumer and other goods intended for direct sale, receptions, or handouts shall be imported with payment of customs duties and applicable taxes, and application for permits as necessary

h) When entering the Fair premises with goods under temporary admission Exhibitor shall show such admission by exhibiting the bill of lading and other applicable documents. Upon removing items from the premises, Exhibitor shall show a permit from customs authorizing removal of such items to a different domicile, waybill, and other applicable documents.

Should Exhibitor fail to remove such goods within the period set for dismantling the Fair, management will notify Customs forthwith.

#### **4. CONSTRUCTION AND DECORATION**

Exhibitor should ensure the good esthetic, graphic, and functional appearance of the display, further endeavoring to make it compatible with the projects of other exhibitors and contributing to form a harmonious whole.

The leased area will be delivered to Exhibitor as specified including carpeting, in the case of roofed spaces with or without paneling, basic paneling is available if desired.

## **a) Paneling**

### **a.1) Basic Paneling**

Basic paneling is composed of a structure of aluminum panels covered in fabric on all sides and separating each stand from the next.

The front supports a longitudinal fascia showing the name of Exhibitor (as specified on the required form) in standard lettering designated by the fair (other forms of lettering, corporate symbols, or slogans are not allowed).

Stand height is 2.40 m below the lighting grid. The floor is covered with wall-to-wall carpeting of a color determined by the Organization

Base power: every basic stand (9.00 m<sup>2</sup>) will be supplied with 100W per rented M<sup>2</sup>, distributed in 3 spotlights of 100W each and the available power difference is supplied in one power point (socket).

### **a.2) Restrictions:**

Dividing panels (adjoining another stand) may not be painted or drilled. Any graphic items may be affixed to panels only by means of velcro strips, or double contact tape.

No extraneous items may be hung from, pressed or otherwise affixed to, fascia or grid. All components must be self-supporting.

If graphic, visual, or other items need to be installed and are too large or too heavy to be fixed with velcro strips, Exhibitor shall erect or install its own self-supporting panels.

The electric system may not be altered by the exhibitor or contracted company.

If any item anywhere in the stand is more than 2.40 m tall, Exhibitor should request removal of the lighting grid at least 15 days before the Fair opens.

If removal of the fascia is requested, the grid and spotlights will be removed; if removal of the grid is requested, the fascia and spotlights will be removed.

Exhibitor may not dismantle or move any part of the stand (profiles, fascia, lighting, sockets).

### **a.3) Net Area (non-modulated)**

In the case opting rental a non-modulated Net Area, this will be supplied only with electrical capacity in the interior of the stand plus general pavilion lighting. **This non-modulated item does not have panels, fascia and lighting grid and sockets.**

## b) Special Booth Projects

1. Lease of a non-modulated area, will be considered a special project.
2. Exhibitor will be able to request production and assembly from a firm approved for such purpose by the Fair.
3. The Exhibitor's Guide contains a list of firms approved by FISA S.A. for undertaking special projects.
4. If Exhibitor opts to employ a firm not included in such list, the selected contractor shall comply with all FISA S.A. internal regulations in effect for contractors working in the fair ground.

Important: All total or partial damage to paneling or pavilion shall be charged to Exhibitor at costs reported by supplier.

### b.1) Projects

Exhibitor or Exhibitor's designers are required to visit the site before executing the stand project. The organization is not responsible for the pre-existing elements in the area, such as: structural pillars, uneven flooring, etc. The feasibility of access for prefabricated elements of decoration, or exhibition machinery not considered in the exhibitor's project, should be checked.

All construction and decoration work shall require approval from the FISA S.A. Modulation Department before execution begins.

Plans and projects shall be submitted in duplicate to the Modulation Department. A duly approved plan shall be kept at the worksite or execution may be stopped. Exhibitor shall adhere to construction and decoration standards adopted by the organization, including among others the following requirements:

#### Height:

Those stands which at their posterior or lateral edges adjoin other stands, will not be allowed to install elements on their perimeter higher than 2.50 m, unless such elements are separated from the dividing panel or posterior of modulation by at least 0.5 m.

Maximum height permitted for projects is governed by the following:

- The central third part of the stand could have the highest altitude, leaving a free area from the tallest part to the ceiling of 0,80 mts. (this space is considered for the pipes, beams, illumination lamps and electric stairs)
- The other lateral two third parts of the stand could have a maximum altitude equal or below the diagonal line drawn between the tallest part of the project and 2.5 m, with an elevation angle of 45° towards the interior of the stand.
- These height requirements apply to all items, including constructions, signs, slates, lights, mobile items, etc.
- The products exhibited which according to their size cannot comply with this

rule, are excluded, with a previous authorization from the Modulation Department.

### **Assembly / Dismantling Badges:**

Exhibitors must provide a list of personnel who will enter to execute works on the assembly period, in order to provide a transferable credential for entry into the fairground.

Credentials will be delivered to the exhibitor before the show starts.

We request you carry out all coordination efforts, in order to send the staff list on the required deadlines (e-form No. 4).

No one may enter the premises without such ID.

### **c) Stand construction and assembly**

Exhibitor is responsible for stand decoration and maintenance in good condition. The Fair organization may require Exhibitor to modify the stand if stand appearance is found objectionable. Any work undertaken for this purpose shall be borne by Exhibitor and Exhibitor shall accept the judgment of the Organization in this respect. Any difference between approved drawings and on-site project assembly will cause the works to be suspended forthwith. Non-compliance with the above requirements will cause the stand to be closed.

Stand construction, decoration, furnishing, and placement of items on display shall be completed to 18:00 hours of the day previous to the pre-opening of the Fair. Access of workmen or execution of works at the stand will not be permitted during the opening day.

Non-compliance with this requirement or absence of Exhibitor from its stand will entitle Fair management to dispose of the stand as it may see fit, and Exhibitor shall forfeit all rights while remaining bound to make payment under the contract in effect.

Once elapsed 72 hours after the Fair close, all facilities, constructions, signs, and other items which have not been removed by the end of the Fair, shall remain at the disposal of the Fair, which may dispose of them as it sees fit with no obligation to reimburse or make any payment to Exhibitor, and Exhibitor shall forfeit all his/her rights over these elements. In addition, the Fair is entitled to charge Exhibitor for costs incurred in the event of demolition, removal, etc.

### **c.1) Restrictions:**

Construction work within the exhibition pavilions is prohibited (i.e. cutting plates of metal, welding, spray painting, etc.). All project parts and components should be prefabricated and may only be assembled, retouched, and furnished on site.

No wires or other fastenings are allowed on panels, display facilities, pavilion ceilings, or stand ceiling grids. **It is prohibited to perforate floors and walls.** Every decorative element or exhibit must be self-supporting.

The installation of rugs, platforms or other elements over the carpeting supplied by the trade fair will require the authorization of the Operations Department.

The construction or assembly of canopies, tents or roofing designed to cover an open area at the exhibition, as well as towers, scaffolds or other types of high-altitude construction executed in these areas shall provide a basic engineering and calculation project executed by a specialized company which shall specifically consider technical specifications related to the

type of structure, materials, anchoring, supports and coverings and feature the corresponding technical certification of receipt issued by an external company.

In keeping with the same, any damage caused to third parties shall be the exclusive responsibility of the exhibitor commissioning the work, which shall consist of a special letter written by the exhibitor and attached to the lease contract.

FISA S.A., by means of its Operations Department, reserves the right to accept or reject the project and any works executed which do not comply with the technical requirements established for the same

## **5. ELECTRIC POWER**

In Chile the power used is 220V. single phase; 50 Hertz and 380V. three-phase. The stand lease price includes power consumption detailed in the Exhibitor's Guide form: 100 W per M2 leased in covered areas and modular spaces (single phase) and 50W per M2 leased in open areas.

No power stabilizer is provided. If computers, printers, photocopying and similar machines are to be connected, Exhibitor should provide a stabilizer.

Additional power to that included in the rental price, or an outlet for energizing an area should be applied for on the appropriate form contained in the Exhibitor's Guide. Service will be connected after payment is made.

The Fair will determine the feasibility and location of such additional power required which will be delivered at a point within the stand or leased area, before the opening of the fair. Exhibitor will be responsible by the connection and distribution of energy within his/her area.

The term allowed to furnish required information is specified on the power application form. Applications received after the deadline shall be subject to the technical possibilities of the Fair. In any event, Fair management reserves the right to refuse the additional power applied for.

Any electrical connections performed by Exhibitor shall be executed by professional electricians holding a license issued by SEC "Dirección General del Servicio de Electricidad y Combustibles" (Electricity and Fuel Department) and complying with SEC standards.

Charges for additional power requested by Exhibitor shall be made as specified on the appropriate form contained in the Exhibitors' Guide.

## **6. WATER / DRAINAGE CONNECTION**

If water supply or drainage connection is required, Exhibitor shall apply for it on the appropriate form. The Organization determines connection feasibility.

Supply of the above services is subject to compliance with the deadlines specified on the forms contained in the Exhibitors' Guide as the case may be and payment in advance.

## **7. ACCESS BY VEHICLES AND MERCHANDISE**

- a) Access by vehicles carrying merchandise is allowed until 12 hours before the Fair opens.
- b) When bringing in items for display, e.g. furniture, etc., before the Fair opens and while the Fair is in progress, Exhibitor shall fill in the form headed "REGISTER OF ADMISSION AND REMOVAL OF GOODS FROM THE FAIR GROUND" (Movement of Merchandise to and from the Fair Ground), supported by a copy of the bill of lading or invoice, and customs documents for temporary admission, as the case may be. The same form used for access, duly authorized by the Fair, will allow subsequent removal of merchandise from the fair premises.
- c) In the case of items not intended for display, i.e. laptops or other items for personal use, Exhibitor shall issue a permit for access and departure of each such item, valid for the duration of the Fair.

Companies renting LCD screen, plasma screen, notebook or other equipment shall request providers for insurance policies for every component, equipment and pieces. Likewise, security elements such as support, locks or other fastening and securing devices shall be required for the assembly of the aforementioned equipment.

- d) All goods entering the Fair shall be displayed, except as provided under item c above.

## **8. DURING THE FAIR**

- a) While the fair is in progress, Exhibitor is bound to keep on display the goods covered by the relevant lease, to ensure that Fair exhibition is complete at all times.

**REMOVAL OF GOODS IS NOT PERMITTED UNTIL THE FAIR CLOSES** (with the exception under item 7c above).

- b) Exhibitor is forbidden to display any goods, signs, posters, advertising or other audio or visual form of dissemination connected with messages of political or morally offensive content, or otherwise considered by the Fair to be detrimental to good relations among exhibitors or to visitor safety, and is bound to remove such items if requested to do so by the Fair. In the event of reincidence, the stand will be closed down.
- c) Exhibitor shall remove any and all obstacles to unimpeded circulation of exhibitors and visitors while the stand is being erected.
- d) Loudspeakers or music systems are not allowed in collective pavilions. Exhibitors may not hire artistic or similar performances at their stands without prior permission from the Fair.
- e) Exhibitors are not allowed to distribute handouts, brochures, samples, or advertising, or conduct demonstrations outside the stand. Infringement of this rule will entitle the Fair to close down the stand.
- f) Fair management is responsible for cleaning the circulation areas inside pavilions. Stand cleaning while the Fair is in progress is the exclusive responsibility of Exhibitor.

## **9. SECURITY**



Day and night security guards will be available while the Fair is in progress.

During the exhibition (including assembly and disassembly days), the Organization will provide general security. However, if the exhibitor considers it convenient, the same may hire security for his or her stand and will be exclusively responsible for the same throughout the event, requesting prior authorization to the Operations Office of Fisa S.A. and identifying the person(s) in charge of this task. Exhibitors shall take responsibility for safety and security inside each stand during opening hours.

The Organization shall take no responsibility for losses during the assembly, development and disassemble period.

## **10. SAFETY AND RISK PREVENTION STANDARDS**

Exhibitors shall adhere strictly to all safety standards issued by the Organization to prevent accidents to persons or damages to property.

All persons working on the premises must wear safety clothing including helmet, footwear, and goggles. This requirement extends to the use as appropriate of safety belt or harness, well-built scaffolding, and safe working surfaces.

Firms or individuals working on the premises on an occasional or permanent basis shall submit a list showing workers' names, tax register number, and social security registration in case of accidents.

Non-compliance with the above requirements will entitle the Fair to demand withdrawal from the premises of any worker or workers not complying with safety standards.

## **11. SUBLEASING**

Exhibitors may not assign or sublease any part or the whole of the display space or advertising rights under contract, except for special cases duly authorized by the Fair.

## **12. EXHIBITOR IDENTIFICATION**

Exhibitor shall submit on the appropriate form a list of staff who will attend the stand in order to obtain personal ID badges for access to the premises while the Fair is in progress.

Badges will be delivered to Exhibitor prior to the commencement of the Fair, provided the required information is submitted by the date specified on the appropriate form (form n° 4)

Badges shall be issued for the exclusive use of stand personnel.

## **13. SALES**

a) No sales are allowed while the Fair is in progress. Exhibitors shall display services or capital goods without conducting any form of transaction. Nor may any such goods be materially delivered to other organizations or individuals while the Fair is in progress.

b) Any goods, gifts, food, etc. to be consumed, handed out free of charge, or sold by Exhibitor during the Fair for immediate delivery to, or consumption by, the public, shall be admitted to the premises after payment of customs duties and taxes as the case may be. Notwithstanding, an exception to this rule is provided under item 3c above, regarding promotion materials and raw materials required for demonstration of exhibited machinery in operation.

c) Food and drink may be provided only at locations specifically authorized by the Fair for such purpose.

d) Exhibitors are reminded that their commercial license must be placed in a visible position at the stand.

## **14. CUSTOMS, TAX, AND MUNICIPAL PROVISIONS**

Exhibitors are bound to comply with all applicable customs and tax provisions in effect.

Exhibitors wishing to know details of temporary admission procedures, taxes applicable to Exhibitors residing abroad, or how to obtain a municipal license for sale and immediate delivery of goods may apply to Official Shipper.

### **Municipal License:**

All Exhibitors selling goods or rendering services to the public during the Fair must obtain a municipal license for commercial activities.

To obtain permission from the Town Council, you must show your RUT (ID number) and the copy of the lease contract with the fair. The payment is cash, in advance, at the Town Hall which corresponds to the area where the fair is taking place.

## **15. RECEPTIONS AND CATERING**

The exhibitor may offer some food tasting at the stand provided that it is not prepared or handled on site, infringing the Legal Rules defined in the Food Hygiene Regulations established by the Ministry of Health and overseen by SESMA (Metropolitan Environmental Health Service) via corresponding Seremi (Regional Ministerial Health Secretary) Further information, [www.asrm.cl](http://www.asrm.cl)

Receptions on the exhibition site must be previously coordinated with the official supplier and will be held in the places designated. According to the contract between the organizer and the exhibition site, the **only official** food supplier shall be informed by the organization duly in advance; therefore, the exhibitor must specify their requirements through this company.

## **THE EXHIBITION SITE MANAGEMENT DOES NOT ALLOW THE ENTRANCE OF EXTERNAL SUPPLIERS**

## **16. REMOVAL OF GOODS**

All goods on display including samples, decorations, etc., may be removed from the fair ground on the dates and times provided under Modes of Operation, upon presentation of the "REGISTER OF ADMISSION AND REMOVAL OF GOODS FROM THE FAIR GROUND" approved by the Security Department, together with a photocopy of the associated waybill or bill of lading. For goods under temporary admission, a permit from Customs allowing the change of domicile must be submitted.

Exhibitors are reminded that removal is permitted only to organizations not in arrears as regards payments for services or under contract.

## **17. CIVIL AND CRIMINAL LIABILITY**

a) Exhibitor shall take all necessary steps to prevent accidents and other damages from the time of taking possession of a stand to the time of relinquishing it.

b) The Fair is not liable for theft, pilfering, and defects, damages, or claims affecting or liable to affect Exhibitors and their staff, individuals, the public, goods or any other object located or remaining in pavilions, stands, fair ground, or fair parking lots, owing to emergencies, natural, or accidental causes.

c) Exhibitors shall be responsible for extending insurance policies or hire new ones covering risks related to the transportation of equipment, machinery, merchandise and goods in general from and to the fair as well as the period the equipment will be in the exhibition site. Companies renting LCD screen, plasma screen, notebook or other equipment shall request providers for insurance policies for every component, equipment and pieces. Likewise, security elements such as support, locks or other fastening and securing devices shall be required for the assembly of the aforementioned equipment.

d) Exhibitors or Lessees shall be liable for all damages, thefts, pilfering, and other claims affecting individuals and goods located in the leased stands and fair ground, if due to the Exhibitor action, Exhibitor's staff or third parties connected or related in any way with Exhibitor, or caused by objects belonging to, or held by Exhibitor.

e) Should a problem arise between the Exhibitor and FISA S.A. with reference to the application, interpretation, fulfilment or lack of fulfilment, or termination of the rental contract and of this ruling which is an appendix to it, or for any other reason, this problem will be resolved by an arbitrator, who is a non-legal adjudicator of equal rights to both parties, without recourse to a trial, and on one sole occasion, with both parties renouncing any further demands.

The arbitrator will be appointed by both parties to common agreement. Should such agreement not be reached, the arbitrator will be appointed as indicated by the Arbitration Centre of the Santiago Chamber of Commerce and the arbitration proceedings established by said centre will prevail.

f) Only agreements in writing between Exhibitors and organizers shall be valid.

## **18. FAIR CANCELLATION**

Fair management reserves the right to cancel the Fair in exceptional circumstances or in the event if greater force, change fair ground location or Fair dates and hours, selection of the public, content of seminars, and type of services, or other features of the Fair as it sees fit. In such event, Exhibitor is not entitled to cancel any lease or to demand compensation for possible damages.

## **19. STORAGE**

The Organization will have a place only to the storage, of pamphlets and packing.